

B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS RICHARD P. DUFFEE RACHEL L. DUFFEE <i>PRO SE</i>		DEFENDANTS ARTHUR D. GOLD		
ATTORNEYS (Firm Name, Address, and Telephone No.) 220 FERRY STREET MARSHFIELD MA 02050 917-929-1121		ATTORNEYS (If Known)		
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee		PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee		
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) BREACH OF CONTRACT PROFESSIONAL MALPRACTICE 11 USC SECTIONS 523, 727				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input checked="" type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column) </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input checked="" type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input checked="" type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input checked="" type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input checked="" type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input checked="" type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law <input type="checkbox"/> Check if a jury trial is demanded in complaint		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23 Demand \$ 3,000,000 + interest, penalties, damages.		
Other Relief Sought <div style="text-align: center; font-size: 1.2em;">SEE NEXT PAGE</div>				

Adversary Proceeding Cover Sheet

addendum page 1

Richard P. Duffee and Rachel L. Duffee plaintiffs

Arthur D. Gold defendant

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Demand: \$3,000,000 plus interest, penalties, damages.

Other Relief Sought:

Relief from stay. Allow movants to proceed with action(s) against debtor and/or employers/partners of the debtor in the appropriate courts, as movants' issues pertain primarily to the debtor's conduct and performance as their attorney, fiduciary, and real estate expert.

One other creditor in this case with breach of contract and malpractice claims has already obtained such relief from stay. Movants read in case history yet another creditor with claims against the debtor AND his employers/partners has recently applied for similar relief from this court.

B104 (FORM 104) (08/07), Page 2

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR ARTHUR D. GOLD		BANKRUPTCY CASE NO. 05-22609
DISTRICT IN WHICH CASE IS PENDING MASSACHUSETTS	DIVISION OFFICE EASTERN	NAME OF JUDGE HILLMAN
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) Richard P. Duffee pro se Rachel L. Duffee pro se		
DATE March 14, 2008	PRINT NAME OF ATTORNEY (OR PLAINTIFF) RICHARD P. DUFFEE RACHEL L. DUFFEE	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS
(EASTERN DIVISION)**

Case No. 05-22609-WCH

In Re:)
)
ARTHUR D. GOLD)
)
)
Debtor)
Chapter 7)
_____)
)
RICHARD P. DUFFEE AND)
RACHEL L. DUFFEE)
Adversary Plaintiffs,)
PRO SE)
)
ARTHUR D. GOLD)
Adversary Defendant)
_____)
)

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Adversary Proceeding Number _____

**ADVERSARY COMPLAINT AND MOTION FOR RELIEF FROM AUTOMATIC
STAY**

Richard P. Duffee and Rachel L. Duffee, the Adversary Plaintiffs in the above-captioned Adversary Proceeding, bring this Adversary Proceeding against Arthur D. Gold, the debtor in the above-captioned Chapter 7 case and the Adversary Defendant in the above-captioned Adversary Proceeding.

General Allegations

1. The Adversary Plaintiffs are Richard P. Duffee and Rachel L. Duffee, brother and sister, who are residents of Massachusetts.
2. Debtor, Arthur D. Gold, is a resident of Massachusetts and a debtor before this Honorable Court in Chapter 7 Case 05-22609 –WCH.
3. This is a complaint for misrepresentation, breach of fiduciary duty, failure to list debts in bankruptcy proceedings, malpractice regarding fees, malpractice regarding specific professional experience, breach of contract and malpractice regarding professional ethics, malpractice regarding loans to clients, contempt of Supreme Judicial Court orders regarding notification responsibilities to clients after suspension, and ultimately, disbarment.
4. In 1986 Richard P. Duffee, on behalf of his family, retained Arthur D. Gold, then a partner at Lane, Altman & Owens LLP to resolve estate and title issues on a 28 acre parcel of land in Marshfield, Massachusetts which had been in the Duffee family for many years. The ultimate objective of this project was to obtain a “land court title” for the property, and to determine its true owners. This was completed in 1997. Gold commenced negotiations with attorneys for Richard and Rachel’s second cousin, Deborah Cestaro of Concord, Massachusetts (who held an undivided one-third interest in the

property). He also served as the attorney for “The Estate of Leah W. Duffee, Richard P. Duffee, Trustee” after our mother’s death in 2000.

5. In May 2001 Lane Altman & Owens LLP closed its doors and Gold relocated to Eckert, Seamans, Cherin & Mellott, LLC. Immediately prior to Gold’s move Richard P. Duffee closed down his broker-dealer-derivatives-trading activities as a member in good standing on the American Stock Exchange in New York City and moved back to Marshfield. Knowing little about “real” property and certain that real estate development was no place for amateurs, he retained Gold (in writing) to conclude negotiations with the cousin and to get busy with a contemplated development project for the aforementioned 28 acres.
6. By the end of 2002, Richard and Rachel essentially had run out of cash to live. They complained to Gold about their dissatisfaction with his lack of progress in negotiating with their cousin, and with possible financing proposals for the real estate project. Gold replied by beginning to loan Richard small amounts of money, which by early 2003, “when no more was available” amounted to more than \$13000. (Richard repaid Gold \$18000 on January 13, 2004).

7. Gold continued negotiations with the cousin throughout 2003, and eventually turned up a private party willing to lend \$500,000 against a first mortgage on the 28 acre parcel, including the Duffee's residence. To continue this negotiation, Gold required a "performance bonus" of 5 points, or \$25000, even if we (he) were subsequently able to obtain better terms from another lender. Seeing no practical alternative, Richard agreed to pay Gold a "performance bonus" of \$22,000 fixed, upon closing of any like or better financing. (Gold collected his \$22000 "bonus" in January and February 2004, and Eckert Seamans et al. were paid \$253000 against hourly billings through August 2004).
8. In the first half of 2004 Gold pleaded with Richard Duffee to borrow funds from the project. Richard unwisely advanced Gold sums totaling \$16000 before receiving yet another plea, this time for \$17000. Richard told Gold that there would be no more loans forthcoming, and not to broach the subject again. Gold has never declared this advance/debt in his Chapter 7 filings, and never properly informed Richard about his bankruptcy filings in 2005 or subsequently.
9. By the end of the summer, 2004 the project and the Duffees were out of money again. Gold's budgeting projections proved unrealistic. To solve the problem, Richard and Rachel followed Gold's advice in getting another mortgage (for \$300,000, largely to pay project engineering and legal

bills).Gold had moved to Brecher, Wyner, Simons, Fox & Bolan, LLP on September 1, 2004.

10. In February, 2005, needing even more money for the project, Gold found a private party willing to lend \$70,000 against a second mortgage on the Duffee's house. The loan was closed on February 25, 2005. Gold and the Duffees knew that this sum was not sufficient to carry the project for long. Despite this unsatisfied need, Gold did, on March 15, 2005, without Richard Duffee's knowledge, personally borrow \$35000 from this same private lender. Gold clearly violated any standard of professional ethics by this act. The lender's commitment to the Duffee's second mortgage was not limited to \$70,000, as they borrowed an additional \$25000 in May, 2005. Richard Duffee has noted, by reviewing Gold's recent case records, that Gold did a far better job negotiating terms on his own loan than he did for his client.

11. Gold did, on October 28, 2005, close a \$1,000,000 development liquidity loan for the project with Investors' Realty Trust/Funding of Mashpee, Massachusetts. Richard and Rachel personally guaranteed the full amount, which has proved problematical for them, as the loan is in default and the lender is suing the Duffees personally in state court, apparently because they don't want to wait for the 220 Ferry Street LLC Chapter 11 DIP Case # 07-14303-HJB to run its course in this court.

12. Gold claimed to be successful in finding and closing the IRT/F loan because he was a personal friend of IRT/F's manager, Thomas Belekewicz. Gold disclosed to the Duffees that Mr. Belekewicz also employed Arthur Gold's then senior partner and boss, Attorney Arthur Brecher, as house legal counsel. Only long after April 1, 2006, the day Attorney Brecher abruptly fired Gold, allegedly to cut costs, did Gold tell Richard Duffee that Arthur Brecher had a \$400,000 participation in the Duffee \$1,000,000 loan. Duffee notes that he paid Brecher Wyner Simons Fox and Bolen LLP \$208,000 for Gold's services between September 2004 and March 2006. The Duffees, forced by a recent (November, 2007) state court suit brought against them by IRT/F, to deal for the present with IRT/F in state court AS WELL AS this Federal Court, have countersued IRT/F in an effort to get to the bottom of this. (Massachusetts Superior Court – Norfolk Civil Act. No. 07-1939)
13. Starting April 1, 2006 Arthur Gold practiced law solo. From this time to the end of the year, (and the money), Arthur Gold exercised his power of attorney to pay himself checks in the amount of \$140,000. He never submitted a single bill, and insofar as Duffee can determine, did only a small amount of work (never completed) on subdivision final approval documents required by the Town of Marshfield. When Duffee pressed him (the few times Richard could reach him) about town required documents, additional financing for road construction and other important matters, Gold assured Duffee at first that all was taken care of with IRT/F, that more money would be forthcoming from

them and from the Hingham Institution for Savings, with whom the project had a road construction loan commitment dating from August 2005.

14. In late November 2006 Gold told Duffee that Mr. Belekewicz had temporary money problems and couldn't do anything for a while. Mr. Belekewicz later told a very different version of their meeting. In January 2007 Gold became increasingly evasive when Duffee asked him about the status of the Hingham Road Loan. Gold became impossible to reach. (Duffee uses one cellphone number exclusively, and has all his bills).
15. By February Duffee was chasing Gold for answers by phone, letter, e-mail and FAX. By March Gold was supposed to be negotiating a refinancing loan to solve all the project's and the Duffee's problems. By April IRT/F sued for foreclosure. Gold was always one step away from solving the problems, getting the money, finishing the documents.
16. In March 2007 Duffee informed Gold that he would wait no longer for the documents, and pressed to engage a Marshfield attorney, Jon Davis, to complete this part of the project. Attorney Davis quickly completed the work Gold asked for and returned it to Gold, who "needed to do a little more work" and "check the details carefully" before submitting them to the town—to get the final approvals necessary to record the new project—to get the desperately needed refinancing package ---before the imminent foreclosure on June 13, 2007.

17. On June 6, 2007 Gold advised Duffee to retain Attorney Rob Carpenter to go to Plymouth County Court on June 13 to litigate certain defects in the foreclosure documents. Carpenter was successful, insofar as the court postponed the foreclosure sale to July 11, 2007.
18. On June 15 the Duffee's aforementioned cousin, Deborah Cestaro, now a Second Mortgage Holder (\$265,000) on the project, called Richard Duffee with the news "I have heard a rumor that Attorney Arthur Gold has been disbarred. Have you knowledge of this?" Duffee immediately called his New York Attorney David Distler, who quickly responded with descriptions of three Commonwealth of Massachusetts Board of Bar Overseers of the Supreme Judicial Court Documents:
 - a. February 13, 2007 Petition for Discipline, Arthur D. Gold,
Respondent
 - b. March 8, 2007 Order of Immediate Temporary Suspension,
In Re: Arthur Gold
 - c. June 6, 2007 Judgement of Disbarrment,
In Re: Arthur Gold.

19. The suspension and the disbarment documents have very specific and definite requirements regarding notifying clients of the attorney's status in writing,, resigning powers of attorney, returning client files, notifying the Supreme Judicial Court of compliance with their orders, and ceasing to practice law. Arthur Gold complied with none of these requirements in the Duffee's case. He continued to exercise his checkwriting powers. He engaged two attorneys on Duffee's behalf to complete work he would not be able to do without being caught practicing law. Gold continued to practice law, and Gold made assiduous efforts to get paid another \$100,000 at an anticipated closing.

20. Gold could never get the refinancing closed. Hence the real estate project strangled from past overextension and current legal problems. Finally the Duffees saw the whole awful reality of the situation. Richard, David Walsh, and Mark Walsh reorganized the company and immediately put it into Chapter 11. The Duffees will probably lose more than \$3,000,000 as a result of the above described horror. The figure is Gold's, from the 2003-4 period. Duffee only learned slowly, and only after the Chapter 11 filing, how much Gold and the firms had overcharged for the work, Duffee also learned only then how quickly and efficiently the work could have been done, had there been a real estate development expert running the project instead of a real estate malpractitioner.

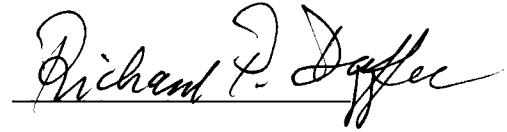
Prayer for Relief

Wherefore, Plaintiffs pray for relief as follows:

1. Relief from stay. Allow movants to proceed with action(s) against debtor and /or employers/partners of the debtor in the appropriate court, as movants' issues pertain primarily to the debtor's conduct and performance as their attorney, fiduciary, and real estate legal expert.
2. One other creditor in this case with breach of contract and malpractice claims has already obtained such relief from stay. Movants read in case history of yet another creditor with professional claims against the debtor and his employers/partners has recently applied for similar relief from this court.
3. For damages which will adequately compensate the plaintiffs for all their losses and damage;.
4. For attorney's fees, costs and disbursements in bringing this action;
5. For punitive damages;

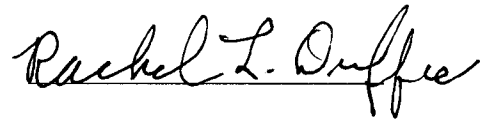
6. For such other and further relief as the Court deems just and equitable.

RESPECTFULLY SUBMITTED



Richard P. Duffee

Dated : March 14, 2008



Rachel L. Duffee

Both residing at
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CERTIFICATE OF SERVICE

Richard P. Duffee and Rachel L. Duffee (the undersigned) hereby certify that a copy of the foregoing Proof of Claim, Adversary Proceeding Cover Sheet, Adversary Complaint and Motion for Relief from Automatic Stay has been served via United States first class mail, postage prepaid, upon the following parties:

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UNITED STATES TRUSTEE
1184 T. P. O'NEILL FED.BLDG.
10 CAUSEWAY STREET
BOSTON, MA 02222

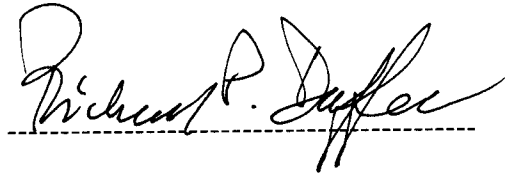
VERDOLINO AND LOWEY PC
124 WASHINGTON STREET
FOXBOROUGH, MA 02035

VOLVO FINANCIAL NORTH AMERICA
P. O. BOX 371395
PITTSBURGH, PA 15250

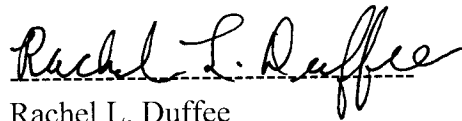
EDWARD L. WEINER
803 WISTERIA WAY
WAYLAND, MA 01778

Dated

March 14, 2008

A handwritten signature in black ink, reading "Richard P. Duffee", written over a horizontal dashed line.

Richard P. Duffee

A handwritten signature in black ink, reading "Rachel L. Duffee", written over a horizontal dashed line.

Rachel L. Duffee

Both residing at
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